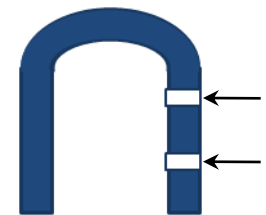


The diagram illustrates a bicycle lane layout with the following dimensions and labels:

- Overall Dimensions:**
 - Width: 22 ft
 - Length: 7.5 ft
- Labels:**
 - G:** BICYCLE PARKING (top left)
 - J:** 2 HOURS PARKING 8am-6pm END (top right)
 - F:** NO BICYCLE RACKS OR NEWS STANDS ON THE SIDEWALK (top center)
 - H:** 7 ft (left side height)
 - E:** Bicyclist icon (two locations)
 - D:** BIKE RACKS (center)
 - B:** Yellow and black striped bollard (right side)
 - C:** Yellow and black striped bollard (right side)
 - K:** Yellow and black striped bollard (bottom center)
 - A:** White rectangular area (bottom center)
 - L:** White L-shaped curb (bottom right)
- Dimensions:**
 - 4 ft (distance between bollards)
 - 2.5 ft (distance between bollards)
 - 3.5 ft (distance between bollards)
 - 4.5 ft (distance between bollards)
 - 0.5' (distance between bollards)
 - 1 ft (distance between bollards)
 - 5 ft (distance between bollards)
 - 1.5 ft (distance between bollards)
 - 2 ft (distance between bollards)
 - 60° (angle of bollard)

A: 8" Solid White Thermo Plastic Reflective Tape, 12.5 ft long
B: 5 ft yellow parking block, anchored to the ground with reflectorized white band
C: 28" Fluorescent Yellow Pylons with Reflective Band
D: 12" U-Shaped Bicycle Racks angled at 60° . Add two reflective white tape to each bike rack leg, adjacent to travel line.
E: Helmeted Bicyclist Symbol
F: Bikes Only Stencil (White)
G: Bicycle Parking Sign
H: 8" Solid white line, 5ft long
I: Crosswalk Space
J: Time Restricted Parking Sign (only if such parking is allowed)
K: 4 ft yellow parking block, anchored to the ground with reflectorized white band

1. This is a typical drawing for a bike corral. The bike corral location and the drawing is subject to the City of San Diego Transportation Engineering, Bicycle Program approval on a case by case basis.
2. For Far Side Intersection Bike Corral location "H" should be replaced by "B" and preceded by a minimum of 10 ft of red curbing and a right turn arc.



Approval Process

- **Bicycle Program Gets Request**
- **Adjacent Business/Property Owner**
- **City to Conduct Investigation**
 - **Physical Location**
 - **Impacts on Traffic Safety & Operations**
 - **Impact on Parking & Meters**
- **Cost Estimate**
 - **\$2,400/Bike Corral for 6 spaces**

Approval Process, Cont'd

- Run it by Parking District
- Inform Adjacent Businesses
- Inform Community Group
- Obtain \$2,400 Fee to Construct
- Maintenance Agreement with
 BID/Parking District
- City Design
- Work Order to Street Div. to Implement

Cost Estimate: Bike Corral

- **LABOR COST: BASED ON 6 HOURS**
 - (1)WELDER @ \$69.29 PER HOUR =\$373.74
 - (1)UTILITY WORKER 11 @ \$46.46 PER HOUR =\$278.76
 - (1)UTILITY WORKER 1@ \$ 42 . 4 9HOUR =\$254.94
- **TOTAL ESTIMATE FOR LABOR COST =\$907.44**

Cost Estimate: Bike Corral Cont'd

- **MATERIAL COST: BASED ON TYPICAL BIKE CORRAL DRAWING**
 - **A: 8" Solid White Thermo Plastic Reflective Tape, 12.5ft long=\$43.00**
 - **B: 5 ft yellow parking block, anchored to the ground with reflectorized white band=\$62.00**
 - **C: 28" Fluorescent Yellow Pylon with Reflective band=\$16.00**
 - **D. 12" U-Shaped Racks @ \$102.00per unit=\$612.00**
 - **E. Helmeted Bicyclist Symbol @ 300.00each=\$600.00**

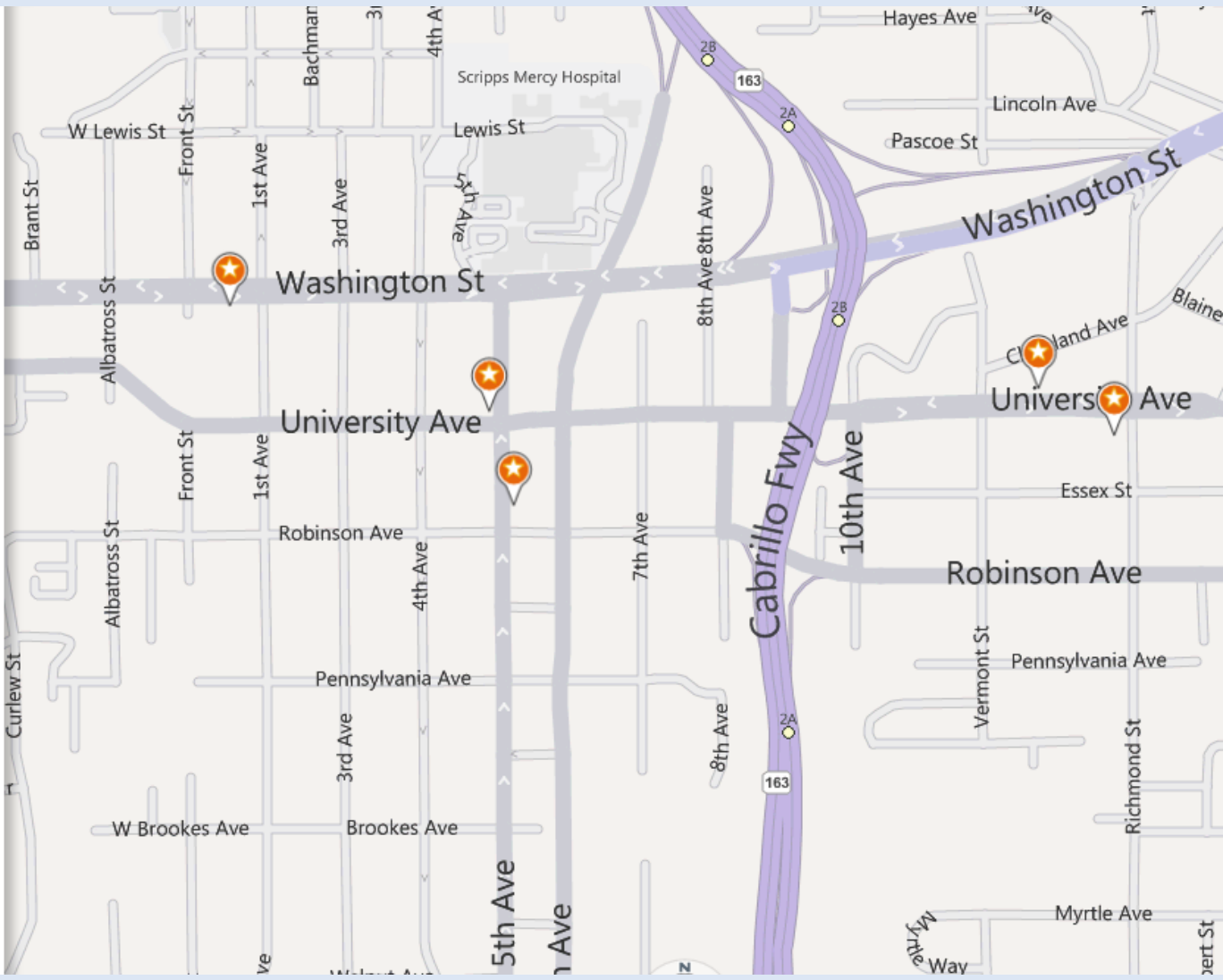
Cost Estimate: Bike Corral Cont'd

- **MATERIAL COST: BASED ON TYPICAL BIKE CORRAL DRAWING**
 - F. Bike Only Stencil (White) =\$3.00
 - G. Bicycle Parking sign, telspar , base, rivets=\$70.95
 - H: 8" Solid white line, 5ft long=\$21.00
 - I. Crosswalk Space
 - J. Time Restricted Parking Sign
 - K. 4 ft yellow parking block, anchored to the ground with reflectorized white band=\$26.77
- **TOTAL ESTIMATE FOR MATERIAL COST=\$1,054.72**

TOTAL ESTIMATE COST=\$1,054.72

HILLCREST BIKE CORRALS (Proposed Locations)

- 1295 University Ave, San Diego, CA ...
- 1236 University Ave, San Diego, CA ...
- 141 W Washington St, San Diego, C...
- 3900 5th Ave, San Diego, CA 92103-...
- 3827 5th Ave, San Diego, CA 92103-...



MAINTENANCE AGREEMENT FOR ON STREET BICYCLE PARKING FACILITY

This Agreement [Agreement] is made by and entered into between the City of San Diego, a municipal corporation [City], and [ENTITY] [ENTITY], a community based mutual benefit non-profit corporation.

WHEREAS, the City is installing bicycle corrals [Facility] as part of a program to enhance the availability of non-motorized transportation options; and

WHEREAS, the [ENTITY] recognizing the benefits to the greater community and their organization's desire to place and maintain a Facility within their community; and

NOW, THEREFORE, in consideration of the City installing a Facility in the public right-of-way as requested by [ENTITY], the [ENTITY] agrees as follows:

1. MAINTENANCE OF FACILITY: The [ENTITY] shall maintain the Facility to the City's satisfaction, in a decent, safe, healthy, and sanitary condition. This maintenance shall include, but not be limited to, keeping the facility free of debris, and removing and properly disposing of all trash and debris.

2. TERM: The agreement is effective upon execution and will terminate on [TERMINATION DATE].

3. REMOVAL: Should the Facility not be maintained in a condition satisfactory to the City, the City at its sole discretion may remove the Facility. The [ENTITY] shall reimburse the City for the full costs necessary to remove the Facility and return the area to a suitable and safe condition.

4. TERMINATION FOR CONVIENENCE: The City shall have the sole right to terminate this agreement for any reason at any time upon 30 days notice to [ENTITY].

5. FUNDING: All costs associated with the obligations created under this agreement, including the maintenance of Facility shall be borne in their entirety by [ENTITY], and at no cost to the City. [ENTITY] agrees to budget for and maintain a reasonable reserve within the funds annually collected for the [ENTITY] for the maintenance of any Facility installed.

6. INDEMNIFICATION: The [ENTITY] or its successors or assigns shall indemnify, hold harmless, and defend the City, their officers, elected official and employees, and each of them, of and from, and against all claims, demands, liens, judgments or otherwise for death or injury to any person or damage to property whatsoever that might happen or occur as a result of [ENTITY]'s performance of the Agreement, including its officers, employees, members, agents, volunteers, and representatives, and that [ENTITY] will pay all costs, expenses and judgments that may result from any such legal action.

7. INSURANCE: The [ENTITY] shall maintain a policy of general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000) aggregate. This policy of insurance shall endorse as an additional insured "The City of San Diego, its elected officials, officers, employees, representatives, and agents", and shall be endorsed such that the coverage is primary and non-contributory to any coverage

carried or maintained by the City. All insurance required under this agreement shall be provided by insurers licensed to do business in the State of California which are rated at least “A-, VI” by the current AM Best Ratings Guide and which are acceptable to the City. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of [ENTITY] and must be disclosed and acceptable to the City at any time the evidence of insurance coverage is provided. All policies shall be in effect for the complete term of this agreement. At least thirty (30) days prior to the expiration of any insurance policy [ENTITY] shall provide a certificate(s) showing that a new or extended policy of insurance has been obtained which meets the requirements of this agreement. The [ENTITY] shall provide evidence of insurance coverage to the City upon execution of this Agreement and the City shall have the right to demand evidence of insurance coverage at any time.

8. **WORKERS COMPENSATION INSURANCE:** As required by the laws of the State of California for all [ENTITY] employees, or the employees of any [ENTITY] contractors, a policy of workers compensation insurance shall be maintained with Employers’ Liability coverage with limits of at least one million (\$1,000,000) dollars.

9. **NONDISCRIMINATION IN EMPLOYMENT:** To the extent required by law, the [ENTITY] shall comply with the City’s Equal Opportunity Contracting Program. For applicable rules see: San Diego Municipal Code Chapter 2, Article 2, Division 27 (Section 22.2701 et. seq.). The [ENTITY] shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The [ENTITY] shall provide equal opportunity in all employment practices. The [ENTITY] shall ensure that its contractors comply with the City’s Equal Opportunity Contracting Program Contractor Requirements. Nothing in this Section shall be interpreted to hold the [ENTITY] liable for any discriminatory practice of its contractors.

10. **NONDISCRIMINATION IN CONTRACTING:** To the extent required by law, the [ENTITY] shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, contractors, or suppliers. The [ENTITY] shall provide equal opportunity for contractors to participate in subcontracting opportunities. The [ENTITY] understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, and other sanctions. This language shall be in contracts between the [ENTITY] and any subcontractors, contractors, and suppliers.

11. **CONTRACT DISCLOSURE REQUIREMENTS:** To the extent required by law, and upon the City’s request, the [ENTITY] agrees to provide the City, within sixty (60) calendar days, a truthful and complete list of the names of all subcontractors, contractors, and suppliers that the [ENTITY] has used in the past five (5) years on any of its contract that were undertaken within the San Diego County, including the total dollar amount paid by the [ENTITY] for each subcontract or supply contract. The [ENTITY] further agrees to fully cooperate in any investigation conducted by the City pursuant to the City’s Nondiscrimination in Contracting Ordinance [San Diego Municipal Code sections 22.3501 through 22.3517]. The [ENTITY] understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the [ENTITY] up to and including contract termination, debarment, and other sanctions.

12. **DRUG-FREE WORKPLACE:** To the extent required by law, the [ENTITY] agrees to comply with the City’s Drug-Free Workplace requirements set forth in Council Policy

100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference.

13. ADA CERTIFICATION: To the extent required by law, the [ENTITY] hereby certifies that it agrees to comply with the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference.

14. EQUAL BENEFITS: To the extent required by law, this Agreement is subject to the City of San Diego's Equal Benefits Ordinance [EBO], Chapter 2, Article 2, Division 43 of the San Diego Municipal Code [SDMC].

In accordance with the EBO, contractors must certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract [SDMC §22.4304(f)]. Failure to maintain equal benefits is a material breach of the contract [SDMC §22.4304(e)]. Contractors must notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.

Contractors also must give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements.

Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948

15. NOTICE: No notice, request, demand, instruction or other document to be given hereunder to any party shall be effective for any purpose unless personally delivered to the person at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery) or delivered by mail, sent by registered or certified mail, return receipt requested, as follows:

If to the City, to: Officer
 Department
 Address 1
 Address 2

If to [ENTITY], to: President
 [ENTITY]
 ADDRESS 1
 ADDRESS 2

Notices so mailed shall be deemed to have been received, given the lapse of a forty-eight

(48) hour period after the deposit of same in any United States Post Office Mailbox in the state to which the notice is addressed, or seventy-two (72) hours after deposit in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth above. Notice shall not be deemed given unless and until, under the preceding sentence, notice shall be deemed given to all addressees to whom notice must be sent. The addresses and addressees, for the purpose of this paragraph, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last address and addressee stated above by written notice, or provided herein if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

16. SEVERABILITY: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

17. ENTIRE AGREEMENT: This Agreement represents the entire understanding of the City and the [ENTITY] as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder.

18. VENUE AND CHOICE OF LAW: This Agreement is governed by and construed in accordance with the laws of the State of California. The venue for any dispute arising out of this agreement shall be located within San Diego County, California.

IN WITNESS WHEREOF, this maintenance agreement is executed by the City of San Diego, acting by and through its Mayor or his designee, and by the [ENTITY].

[ENTITY]

THE CITY OF SAN DIEGO

By: _____
Name: _____
Address: _____

Date: _____

By: _____
Name: _____
Title: _____

Date: _____

[ENTITY]

By: _____
Name: _____
Address: _____

Date: _____

APPROVED AS TO FORM AND

Jan I. Goldsmith, City Attorney

By: _____
Ryan Kohut, Deputy City Attorney

Date: _____